

I have examined this application
as required by RCW 90.03.020 and find that
it is: ☐ not an "action".

APPLICATION FOR PERMIT

RECEIVED

JUL 01 1993

DEPT. OF ECOLOGY

TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

☒ SURFACE WATER ☒ GROUND WATER

☒ categorically exempt.

\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

SIGNATURE (GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO. 6127236 W.R.I.A. 1 COUNTY Whatcom PRIORITY DATE 7/1/93 TIME 10:00 ACCEPTED AB

APPLICANT'S NAME — PLEASE PRINT
JACOB BLOK

Bus. Tel. 206-354-3144
Home Tel. 206-354-3144
Other Tel. 206-354-3476

ADDRESS (STREET) 7768 BEEBE RD (CITY) LYNDEN (STATE) WA (ZIP CODE) 98264

DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION

1. SOURCE OF SUPPLY

IF SURFACE WATER

SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)

TRIBUTARY

IF GROUND WATER

SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)

SIZE AND DEPTH

Well
3' x 22' x 32' deep

2. USE

USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)

Domestic, Livestock

ENTER QUANTITY OF WATER
REQUESTED USING UNITS OF:

CUBIC FEET PER SECOND (CFS)

OR

GALLONS PER MINUTE (GPM)

ACRE FEET PER YEAR

100 GPM

TIMES DURING YEAR WATER WILL BE REQUIRED

All year.

IF IRRIGATION, NUMBER OF ACRES

IF DOMESTIC USE, NUMBER OF
UNITS BY TYPE, E.G. 1-HOME,
1-MOBILE HOME, 2-CAMPSITES, ETC.

IF MUNICIPAL USE, ESTIMATED
POPULATION
20 YEARS FROM TODAY

DATE PROJECT WAS OR WILL BE STARTED

DATE PROJECT WAS OR WILL BE COMPLETED

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL

3A. IF IN PLATTED PROPERTY

| LOT | BLOCK | OF (GIVE NAME OF PLAT OR ADDITION) | SECTION | TOWN | RANGE | ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION |
|-----|-------|------------------------------------|-----------|------------|-----------|--|
| | | | <u>31</u> | <u>40N</u> | <u>3E</u> | |

3B. IF NOT IN PLATTED PROPERTY

ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER

ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.

710 feet east and a little North from S.W. corner along Beebe Rd.

| LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) | SECTION | TOWNSHIP N. | RANGE (E. OR W.) W.M. | COUNTY |
|---|-----------|-------------|-----------------------|----------------|
| <u>NW 1/4 SE 1/4</u> | <u>31</u> | <u>40N</u> | <u>3E</u> | <u>Whatcom</u> |

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER

Yes

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

Owner

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

☒ YES

☐ NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

Ground Water

6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

There is a 5 horse pump that goes into 2" pvc line that brings it to the farm where it graduates down to various sizes of 1 1/4" to 1/2" at the various drinking tubs for the cattle.

REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.

YES

☐

NO

☐

2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.

YES

☐

NO

☐

3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES

☐

NO

☐

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

Jacob Blok

LEGAL LANDOWNERS NAME
(PLEASE PRINT)

Jacob Blok

APPLICANT'S SIGNATURE

Jacob Blok - Margaret Blok

LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

7768 Beebe Rd Lynden, Wa 98264

LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARATMENT OF ECOLOGY

ss.

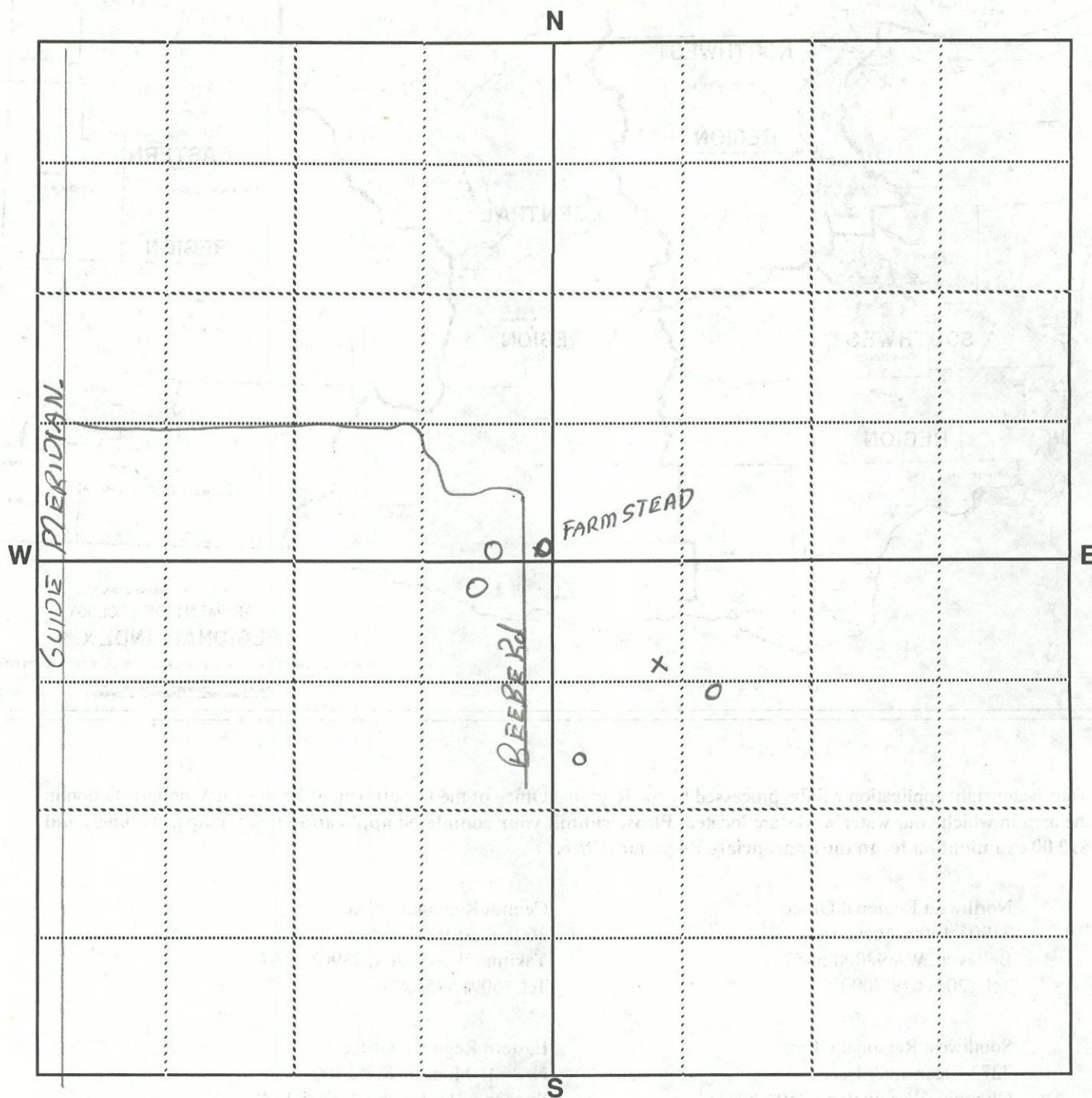
This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before, 19.....

Witness my hand this day of, 19.....

SECTION MAP

Sec. 31 Twp. 40N N. R. 3E



Scale: 1 inch = 800 feet (each small square = 10 acres)

Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile. Indicate traveling directions from nearest town in space below.

Come South on Guide Meridian from Lynden about
2 mi. Turn left on East Wiser Lk. Rd and go
about 1/2 mile to second road on left, Beebe Rd.
Go 1/3 mile to farm on right.

Detach here

Fold along scale



Detach this scale at the performance, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and \$10.00 examination fee.



Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. **Please submit your completed application form, maps, sketches, and \$10.00 examination fee to the appropriate Regional Office.**

Northwest Regional Office
3190 - 160th Avenue S.E.
Bellevue, WA 98008-5452
Tel. (206) 649-7000

Central Regional Office
3601 West Washington
Yakima, Washington 98903-1164
Tel. (509) 575-2800

Southwest Regional Office
7272 Cleanwater Lane
Olympia, Washington 98504-6811
Tel. (206) 586-6380

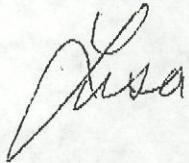
Eastern Regional Office
N. 4601 Monroe, Suite 100
Spokane, Washington 99205-1295
Tel. (509) 456-2926

The appropriate Regional Office will be happy to answer any further questions you may have.

CMD 7 for EOJ. Roll Up/Down

Jan.

This tax printout describes ^{the} tax parcel number you gave us. The contract, however, includes more property in it's description.



Mode: INQUIRY

Real Property

Auto Roll: OFF

Parcel # 400330 321074 0000 RELATED PARCELS

Tax Yr 94

* Taxpayer # BLOK 1000 BLOK. JACOB

T/P Chg Date 1/05/85

* Title Owner # BLOK 1000 BLOK. JACOB

T/P Chg By CLO

* Contract Own # BOSM 4700 BOSMAN JR. J

Loan #

Plat/Condo Type Code

Sik

Lot

Unit

Dock

Description GOVT LOT 12 IN SEC 30-IN SEC 31 GOVT LOT

3-ACCRETION-ALSO GOVT LOT 1-EXC BEG AT

Chg Date 10/01/91

SW COR THEREOF-TH E 8 RODS-TH N 100 FT-

Chg By RR

TH NWLY TO W LI OF GOVT LOT 1 AT PT 137

Chg Rs RV

FT N OF SW COR OF SD GOVT LOT 1-TH S 137

Tax Code 4031 504 F3 C10

Land Use 8351 OSAG DAIR MH

Zoning Code AG AGRICULTURAL

Tax Stat TX TAXABLE

Reval B

Chg Rs

Fire Pt Ac 1000 10.00 Total Acres 12473 124.73

| Improved Land | | Unimproved Land | | Timberlands | | Land Improvements | | Total |
|---------------|--------|-----------------|-------|-------------|-------|-------------------|--------|--------|
| Acres | Value | Acres | Value | Acres | Value | A V | A V | A V |
| 11473 | 93640 | 1000 | 3450 | | | 97090 | 240705 | 337795 |
| F/M | 362190 | | 30000 | | | 392190 | 240705 | 632895 |

New/C O/AV Mob Home AV 15985 Sub Cd Int%

Sr Cit Cd Reg Exmpt Exc Exmpt Reg Exmpt O/R

Lien OSF Date 40176 AF # 75 1213608 As-TX Yr 76 77 App # 853 Agr # 933

Bosman - seller

hereinafter called the "seller," and JACOB BLOK and MARGARET BLOK, his wife, both of Monroe, Washington 98272

hereinafter called the "purchaser,"

Jacob Blok & Margaret Blok, buyer

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Whatcom County, State of Washington:

1. All of Government Lot 12 and accretion in Section 30, Township 40 North, Range 3 East of the Willamette Meridian.
2. All of Government Lot 1 of Section 31, Township 40 North, Range 3 East of the Willamette Meridian, EXCEPTING therefrom a tract of land described as follows: Beginning at the Southwest corner of Government Lot 1; thence East 8 rods along the South line of said Lot 1; thence North 100 feet; thence in a Northwesterly direction to a point 137 feet North of the point of beginning; thence South 137 feet to the point of beginning. Except ditch.
3. A tract of land commencing at a point 8 rods East of the center of said Section 31, Township 40 North, Range 3 East of the Willamette Meridian; thence North 80 rods to the South line of said Lot 1; thence East 8 rods; thence South 80 rods to a point 16 rods East of the center of said Section 31; thence West 8 rods to the point of beginning, situated in the Southwest quarter of the Northeast quarter of Section 31.
4. A tract commencing at a Quarter stake on the South line of said Section 31, Township 40 North, Range 3 East of the Willamette Meridian; thence North 2500 feet; thence Northeast 11-6/10 rods to a point 8 rods East of the center of said Section 31; thence East 8 rods; thence South 25 rods; thence East 63 rods; thence South 55 rods to a point 1 rod West of the center of the Southeast quarter of said section 31; thence West 79 rods, less 20 feet, to a point 20 feet East of the center line of said Section 31; thence South 80 rods to the South line of said Section 31; thence West 20 feet to the place of beginning located in the West half of the Southeast quarter of said Section 31, EXCEPTING therefrom 1/2 interest for road purposes in the West 20 feet.
5. Government Lot 3 and accretion in Section 31, Township 40 North, Range 3 East of the Willamette Meridian.

EXCEPT from No. 4 above the following described land and 2 easements:

That portion of the Northwest quarter of the Southeast quarter of Section 31, Township 40 North, Range 3 East of the Willamette Meridian more particularly described as follows: Beginning at a stake in the South line of said sub-division, which stake is 541 feet East, more or less of the East line of the Beebe Road; thence North 242 feet; thence East 180 feet; thence South 242 feet; thence West 180 feet to the true point of beginning.

An easement for the purpose of ingress and egress over and across the South 1 rod of said subdivision lying between the tract described above and Beebe Road, which road runs along the West line of said subdivision.

An easement for the purposes of ingress and egress over the Grantors' undivided 1/2 interest in the West 20 feet of the Southwest quarter of the Southeast quarter lying North of the Wiser Lake Road and in the West 20 feet of the South 16 1/2 feet of the Northwest quarter of the Southeast quarter, all in Section 31, Township 40 North, Range 3 East of the Willamette Meridian, LESS ROADS.

RECEIVED

JUL 1 1993

DEPT OF ECOLOGY

APR 10, 1992

1116698

has been paid in full but that the title to the
the following installment is made in full of this contract

The terms and conditions of this contract are as follows: The purchase price is -----One Hundred Seventy-five Thousand and no/100ths----- / \$75,000.00) Dollars, of which
-----Ten and no/100ths----- (\$10.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
-----One Thousand One Hundred Twenty-Seven and 61/100ths----- (\$ 1,127.61) Dollars,
or more at purchaser's option, on or before the 22nd day of May 1972
and -----One Thousand One Hundred Twenty-Seven and 61/100ths----- (\$ 1,127.61) Dollars,
or more at purchaser's option, on or before the 22nd day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
at the rate of SIX (6%) per cent per annum from the 1st day of April 1972,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made to John Bosman Jr.
or at such other place as the seller may direct in writing. The Purchaser agrees to pay the additional sum
of \$8,880.00 to the seller for the additional sum
The purchasers agree to ship their milk produced from said dairy farm to North-
west Dairymen's Assn. and that they will execute a first order on the milk check
for the payment of the monthly installments made under this contract and to keep
said assignment and order on the milk check as a first order there in good
standing at all times.
The fire insurance on the buildings on said farm is to be increased from
\$30,700.00, which it is at the present time, as the equity in the buildings in-
creases and as additional buildings are placed on the premises so that the fire
insurance is for the actual value of the buildings.

As referred to in this contract, "date of closing" shall be

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be levied upon and against the premises and to pay the same before delinquency, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Homeowner's Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrance which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Page 500
1-1000-1000

APR 10, 1972

1112638